

**INTER-LOCAL COOPERATION AGREEMENT
SOUTHEAST REGION
911 EMERGENCY COMMUNICATIONS STUDY AGREEMENT**

This Inter-local Cooperation Agreement hereinafter referred to as the "Agreement", is made pursuant to Neb. Rev. Stat. sections 13-801 through 13-827 (and any subsequent amendments thereto), and is entered into by, between and among the governing boards of Public Safety Answering Points (PSAPs) located within the counties of Cass, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Richardson, Saline, Seward, Thayer and York, hereafter collectively referred to as the "Southeast 911 (SE-911)", and shall become effect upon the day the latest signature is dated.

WHEREAS, the Southeast 911 recognize the need for coordinated regional 911 communications capabilities;

WHEREAS, the Southeast 911 has recognized a method to share equipment through the creation of an Southeast 911 equipment sharing governance board to monitor and maintain 911 emergency communications equipment in the region;

WHEREAS, additional funding may become available through grants and subsidies to the system;

WHEREAS, a system to handle funds shall be created through the County of Nemaha as the Southeast 911 fiscal agent, creating a separate account allowing for carryover of funds and a flexible budgeting system; and

WHEREAS, the governing bodies of the counties and municipalities signed below wish to enter into an agreement to provide for their respective responsibilities for the payment of fees and costs associated with hiring a consultant and for the study of creating a regional Southeast Nebraska 911 system.

NOW, THEREFORE, in consideration of the foregoing recitals, the governing bodies of the Southeast 911 PSAPs, by and through their governing boards, agree as follows:

1. **DURATION:** This Agreement shall continue for the duration of 2 years. Because of the nature of emergency 911 communications all Southeast 911 Region member counties understand there is no opt out and no buyout to this agreement.
2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY: DELEGATION:**
This Agreement will establish an Southeast 911 governing committee (hereinafter referred to as the "Regional Governing Committee"). The Regional Governing Committee will be comprised of one representative from each of the fourteen (14) PSAP's making up the Southeast 911 Region. Each PSAP's respective representative will be appointed by the Governing Board of the Political Subdivision having fiscal responsibility and oversight for that PSAP. The Clerk of

each Governing Board of the Political Subdivision will maintain a letter of appointment designating that PSAP's representative. The County of Nemaha, as fiscal agent, will maintain a copy of each letter of appointment for each representative appointed to serve on the Regional Governing Committee. The Regional Governing Committee shall administer this Agreement.

3. **POLICY:** It shall be the policy of the Regional Governing Committee for the Southeast 911 PSAP's established by this Agreement to align with the rules and regulations of the Nebraska Public Service Commission as it pertains to the operation of Emergency 911 communications systems.
4. **OVERSIGHT:** Each Southeast 911 PSAP participating in the use of the process is required to provide a representative to the Regional Governing Committee created by this Agreement after entering into this Agreement. The Regional Governing Committee shall oversee and administer the hiring of a consultant. The Regional Governing Committee will be chaired by a committee representative elected by the Regional Governing Committee at its first meeting by a simple majority vote. Any decisions affecting policy, recommendation, and/or subsequent change that alter the purpose of the Agreement will be implemented only after the Regional Governing Committee reaches a majority respectively. Other PSAP participants can request to become party to this interlocal agreement and such costs and requirements will be determined at the time of the request. The Regional Governing Committee shall prepare and adhere to bylaws governing the procedures which shall be used in making determinations and conducting its affairs.
5. **COST:** Each member PSAP shall agree to share the costs to study and propose a regional emergency communications system including consultant costs and other related costs. Such total costs shall not exceed FIFTY THOUSAND DOLALRS (\$50,000.00) Such total costs shall be divided pursuant to the population totals for each PSAP's representative county based upon the 2010 United States Census as recorded on the following table:

<u>PSAP County</u>	<u>PSAP Governing Authority</u>	<u>2010 Population</u>	<u>% Costs</u>
Cass	Cass County	25,241	5%
Crete*	Crete	6,960	2%
Fillmore	Fillmore County	5,890	1%
Gage	City of Beatrice	22,311	5%
Jefferson	Jefferson County	7,547	2%
Johnson	Johnson County	5,217	1%
Lancaster	City of Lincoln	285,407	65%
Nemaha	Nemaha County	7,248	2%
Otoe	Otoe County	15,740	4%
Pawnee	Pawnee County	2,773	1%
Richardson	City of Falls City	8,363	2%
Saline	Saline County	7,240**	2%

Seward	City of Seward	16,750	4%
Thayer	Thayer County	5,228	1%
York	York County	13,665	3%
Total		435,580	100%

* The City of Crete provides its own PSAP independent of Saline County

** Saline County population total minus the City of Crete.

When serving on the Regional Governing Committee expenses incurred by a jurisdiction are the sole responsibility of the jurisdiction.

6. The parties agree that this Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

The parties hereto agree to adopt this Agreement by resolution and shall file the same with their respective County or City Clerks.

Dated this ____ day of _____, 2014

CASS COUNTY BOARD OF
COMMISSIONERS
PLATTSMOUTH, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

OTOE COUNTY BOARD OF
COMMISSIONERS
NEBRASKA CITY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

FILLMORE COUNTY BOARD OF
SUPERVISORS
GENEVA, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

PAWNEE COUNTY BOARD OF
COMMISSIONERS
PAWNEE CITY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

MAYOR OF THE CITY OF
BEATRICE
BEATRICE, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2014

MAYOR OF THE CITY OF
FALLS CITY
FALLS CITY, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2014

JEFFERSON COUNTY BOARD OF
COMMISSIONERS
FAIRBURY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

JOHNSON COUNTY BOARD OF
COMMISSIONERS
TECUMSSEH, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

MAYOR OF THE CITY OF
LINCOLN
LINCOLN, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2014

NEMAHA COUNTY BOARD OF
COMMISSIONERS
AUBURN, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

MAYOR OF THE CITY OF
CRETE
CRETE, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2014

SALINE COUNTY BOARD OF
COMMISSIONERS
WILBER, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

MAYOR OF THE CITY OF
SEWARD
SEWARD, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2014

THAYER COUNTY BOARD OF
COMMISSIONERS
HEBRON, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2014

YORK COUNTY BOARD OF
COMMISSIONERS
YORK, NEBRASKA

BY: _____
CHAIRPERSON